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7 **UNITED STATES DISTRICT COURT**
8 **FOR THE WESTERN DISTRICT OF WASHINGTON**
9 **AT TACOMA**

10 ALMOG MEIR JAN, SHLOMI ZIV, and
11 ANDREY KOZLOV

12 *Plaintiff,*

13 v.

14 PEOPLE MEDIA PROJECT, a Washington
15 Non-Profit Corporation, d/b/a PALESTINE
16 CHRONICLE; RAMZY BAROUD; JOHN
17 HARVEY; AND DOES 1 through 10,

18 *Defendants.*

CASE NO. 3:24-cv-05553-TMC

STIPULATED PROTECTIVE ORDER

19 **1. PURPOSES AND LIMITATIONS**

20 Discovery in this action is likely to involve production of confidential, proprietary, or
21 private information for which special protection may be warranted. Accordingly, the parties hereby
22 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
23 acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket
24 protection on all disclosures or responses to discovery, the protection it affords from public
25 disclosure and use extends only to the limited information or items that are entitled to confidential
26 treatment under the applicable legal principles, and it does not presumptively entitle parties to file

1 confidential information under seal.

2 2. “CONFIDENTIAL” MATERIAL & “ATTORNEY EYES ONLY”

3 “Confidential” material shall include the following documents and tangible things
4 produced or otherwise exchanged: Personally Identifying Information (PII), including dates of
5 birth and social security numbers; Specific Account Information, including credit card numbers,
6 bank account numbers, and routing numbers (but not including substantive information within
7 accounts); Health care information.
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9 Nothing in this protective order addresses the designation of any materials as “Attorney
10 Eyes Only.” “Confidential” does not mean “Attorney Eyes Only.” If, and when, such an “Attorney
11 Eyes Only”: designation would be appropriate the Parties shall meet and confer and resolve any
12 dispute pursuant to Paragraphs 6.2 & 6.3 with the burden on the Party designating materials
13 “Attorney Eyes Only,” and aforesaid Party having the sole responsibility for moving for such relief
14 within seven (7) Court days after the Parties fail to reach an agreement after the meet-and-confer.
15 If the designating Party should fail to move within seven (7) days, any Attorney Eyes Only material
16 shall become simply “Confidential”
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18 3. SCOPE

19 The protections conferred by this agreement cover not only confidential material (as
20 defined above), but also (1) any information copied or extracted from confidential material; (2) all
21 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
22 conversations, or presentations by parties or their counsel that might reveal confidential material.
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24 However, the protections conferred by this agreement do not cover information that is in
25 the public domain or becomes part of the public domain through trial or otherwise.
26

1 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

2 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
3 or produced by another party or by a non-party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
5 categories of persons and under the conditions described in this agreement. Confidential material
6 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
7 that access is limited to the persons authorized under this agreement.

9 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
10 by the court or permitted in writing by the designating party, a receiving party may disclose any
11 confidential material only to:

12 (a) the receiving party’s counsel of record in this action, as well as employees
13 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

14 (b) the officers, directors, and employees (including in house counsel) of the
15 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
16 agree that a particular document or material produced is for Attorney’s Eyes Only and is so
17 designated;

18 (c) experts and consultants to whom disclosure is reasonably necessary for this
19 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) any person who a party’s *counsel* believes in good faith may be a witness
21 or have discoverable information and who has signed the “Acknowledgment and Agreement to Be
22 Bound” (Exhibit A) provided that this information is solely provided to such witness by party’s
23 counsel;
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1 (e) the court, court personnel, and court reporters and their staff;

2 (f) copy or imaging services retained by counsel to assist in the duplication of
3 confidential material, provided that counsel for the party retaining the copy or imaging service
4 instructs the service not to disclose any confidential material to third parties and to immediately
5 return all originals and copies of any confidential material;
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7 (g) during their depositions, witnesses in the action to whom disclosure is
8 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
10 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
11 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
12 under this agreement;
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14 (h) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information.

16 4.3 Filing Confidential Material. Before filing confidential material or discussing or
17 referencing such material in court filings, the filing party shall confer with the designating party,
18 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
19 remove the confidential designation, whether the document can be redacted, or whether a motion
20 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
21 designating party must identify the basis for sealing the specific confidential information at issue.
22 If the Parties cannot agree, the responsibility to file the motion to seal shall be on the Party desirous
23 of sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be
24 followed and the standards that will be applied when a party seeks permission from the court to
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1 file material under seal. A party who seeks to maintain the confidentiality of its information must
2 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion
3 to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in
4 accordance with the strong presumption of public access to the Court's files. In the case of exigent
5 circumstances, the Party needing to file/reference any Confidential Information shall reference the
6 material in such way as to not divulge the specific Confidential Information and they shall not be
7 prejudiced for not providing the specific Confidential Information until such time as this Court
8 receives the Motion to Seal. In a reasonable time after the Motion To Seal is filed and/or
9 adjudicated, the Party not requesting the sealing of documents may update their pleadings by
10 reference to the documents filed under seal. Notwithstanding anything in this Paragraph 4.3, the
11 non-designating Party may opt to file a Motion to Seal if they so choose with the other Party's
12 material designated as "Confidential."
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15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
17 or non-party that designates information or items for protection under this agreement must take
18 care to limit any such designation to specific material that qualifies under the appropriate
19 standards. The designating party must designate for protection only those parts of material,
20 documents, items, or oral or written communications that qualify, so that other portions of the
21 material, documents, items, or communications for which protection is not warranted are not swept
22 unjustifiably within the ambit of this agreement.
23

24 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
25 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
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unnecessarily encumber or delay the case development process or to impose unnecessary expenses and burdens on other parties) expose the designating party to sanctions.

If it comes to a designating party's attention that information or items that it designated for protection do not qualify for protection, the designating party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this agreement must be clearly so designated before or when the material is disclosed or produced.

(a) Information in documentary form: (*e.g.*, paper or electronic documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that contains confidential material. If only a portion or portions of the material on a page qualifies for protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

(b) Testimony given in deposition or in other pretrial proceedings: the parties and any participating non-parties must identify on the record, during the deposition or other pretrial proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.

1 (c) Other tangible items: the producing party must affix in a prominent place
2 on the exterior of the container or containers in which the information or item is stored the word
3 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
4 the producing party, to the extent practicable, shall identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
6 designate qualified information or items does not, standing alone, waive the designating party’s
7 right to secure protection under this agreement for such material. Upon timely correction of a
8 designation, the receiving party must make reasonable efforts to ensure that the material is treated
9 in accordance with the provisions of this agreement.

10
11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
13 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
15 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
16 challenge a confidentiality designation by electing not to mount a challenge promptly after the
17 original designation is disclosed.

18
19 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
20 regarding confidential designations without court involvement. Any motion regarding confidential
21 designations or for a protective order must include a certification, in the motion or in a declaration
22 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
23 affected parties in an effort to resolve the dispute without court action. The certification must list
24 the date, manner, and participants to the conference. A good faith effort to confer requires a face-
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1 to-face meeting or a telephone conference.

2 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
3 intervention, the designating party may file and serve a motion to retain confidentiality under Local
4 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
5 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
6 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
7 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
8 the material in question as confidential until the court rules on the challenge.
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10 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
11 LITIGATION

12 If a party is served with a subpoena or a court order issued in other litigation that compels
13 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party
14 must:

15 (a) promptly notify the designating party in writing and include a copy of the
16 subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena or order is
19 subject to this agreement. Such notification shall include a copy of this agreement; and
20

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by
22 the designating party whose confidential material may be affected.

23 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
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25 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
26 material to any person or in any circumstance not authorized under this agreement, the receiving

1 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
2 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
3 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
4 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
5 Bound” that is attached hereto as Exhibit A.
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7 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
8 MATERIAL

9 When a producing party gives notice to receiving parties that certain inadvertently
10 produced material is subject to a claim of privilege or other protection, the obligations of the
11 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
12 is not intended to modify whatever procedure may be established in an e-discovery order or
13 agreement that provides for production without prior privilege review. The parties agree to the
14 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

15 10. NON TERMINATION AND RETURN OF DOCUMENTS
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17 Within 60 days after the termination of this action, including all appeals, each receiving
18 party must return all confidential material to the producing party, including all copies, extracts and
19 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

20 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
21 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
22 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
23 product, even if such materials contain confidential material.
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25 The confidentiality obligations imposed by this agreement shall remain in effect until a
26 designating party agrees otherwise in writing or a court orders otherwise.

11. MEET AND CONFER 90 DAYS PRIOR TO TRIAL

The Parties' counsel shall meet and confer not later than 90 Days before the set trial date to discuss how, if at all, this Stipulated Protective Order should be amended for the purposes of trial.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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11 PURSUANT TO STIPULATION, IT IS SO ORDERED

12 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
13 documents, electronically stored information (ESI) or information, whether inadvertent or
14 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or
15 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
16 documents, including the attorney-client privilege, attorney work-product protection, or any other
17 privilege or protection recognized by law. This Order shall be interpreted to provide the maximum
18 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.
19 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review
20 of documents, ESI or information (including metadata) for relevance, responsiveness and/or
21 segregation of privileged and/or protected information before production. Information produced
22 in discovery that is protected as privileged or work product shall be immediately returned to the
23 producing party.

24 DATED: August 27, 2025

25 
26 Tiffany M. Cartwright
United States District Court Judge